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STATE OF INDIANA  
CIVIL RIGHTS COMMISSION

DOCKET NO. PAno08100637

IVANA HOWARD,

Complainant,

v.

MARTIN & BAYLEY, INC. d/b/a  
HUCK'S FOOD & FUEL,

Respondent.

FILE DATED

SEP 24 2010

Indiana State Civil Rights Commission

### SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter called this "Agreement") between Complainant, Ivana Howard (hereinafter called "Complainant") and Respondent, Martin & Bayley, Inc. d/b/a Huck's Food & Fuel (hereinafter called "Respondent"), is hereby entered into in full settlement of the Complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") under its docket number PAno08100637, alleging that Respondent discriminated against Complainant on the basis of national origin in the area of public accommodations.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent agree that they shall forego their right to a Public Hearing before the Commission on the issues raised by Complainant's above-referenced Complaint. Both parties agree to waive their right to a formal determination by the Commission on matters which were or might have been alleged as charges settled by this Agreement.
2. Complainant hereby waives, and releases Respondent and its officers, directors, employees and agents (hereinafter collectively called the "Respondent Released

Parties") from, any and all charges, claims, causes of action, liabilities and damages, and covenants not to sue the Respondent Released Parties with respect to the matters, actions or circumstances which gave rise or relate to the above-referenced Complaint, subject to payment by Respondent of the settlement payment described in Paragraph 5 of this Agreement.

3. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that it has violated any law or committed any wrongful acts, nor does it constitute any less belief in the correctness of the Complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

4. Respondent represents that there shall be no discrimination or retaliation against Complainant due to the filing of the above-referenced Complaint with the Commission.

5. Respondent agrees to pay Complainant the sum of One Thousand Dollars and No Cents (\$1,000.00) (hereinafter called the "Settlement Payment"). Respondent shall make the Settlement Payment in a single payment by issuing a check payable to Ivana Howard and delivering such check to Michael Healy, Staff Counsel, Indiana Civil Rights Commission, 100 North Senate Avenue, Room N103, Indianapolis, Indiana 46204. The Settlement Payment represents a full and complete compromise and settlement of all claims and damages alleged in the above-referenced Complaint.

6. Respondent represents that it is and shall be the continuing policy of Martin & Bayley, Inc. d/b/a Huck's Food & Fuel, to provide quality services to all of its patrons, without regard to race, religion, color, sex, national origin, ancestry or disability.

Respondent is committed to taking all effective steps to recognize, prevent and remedy any such instances of discrimination in all of its stores.

7. Respondent agrees that all personnel employed at its Huck's Food & Fuel convenience store located in Hope, Indiana, shall undergo a training session conducted by one of Respondent's Division Managers or similar level manager addressing Respondent's non-discrimination service policy and alcohol and tobacco sales policies, including Respondent's policies to prevent any unlawful discrimination. Such training shall be completed by December 31, 2010. Within 30 days after the completion of such training, Respondent shall provide written notice to the Commission of the completion of such training by sending a letter reporting such completion of training to Michael Healey, Staff Counsel, Indiana Civil Rights Commission, 100 North Senate Avenue, Room N103, Indianapolis, Indiana 46204.

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8. Complainant agrees to keep the terms of this Agreement confidential and shall not disclose the terms of this Agreement to anyone, except to her spouse, if any, the Internal Revenue Service, the Commission, or as otherwise required by law.

9. Complainant agrees to dismiss her Complaint against Respondent pending before the Commission, with prejudice, and any other complaint, grievance, or action of law regarding the issues herein resolved, which she may have filed with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, grievance, or action to any such tribunal or agency.

10. This Agreement may be executed in one or more counterparts (or upon separate signature pages bound together in one or more counterparts), all of which taken

together shall constitute but one agreement. The parties agree that signatures transmitted by facsimile or other electronic means are acceptable the same as original signatures for execution of this Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

COMPLAINANT:

IVANA HOWARD

Ivana Howard

Signature of Ivana Howard

STATE OF Indiana )

) SS:

COUNTY OF Bartholomew )

Before me, a Notary Public, in and for said County and state, personally appeared Ivana Howard, and acknowledged the execution of the foregoing instrument, this 8 day of September, 2010.

Sharon L. Waltz

Signature of Notary Public

Sharon L. Waltz

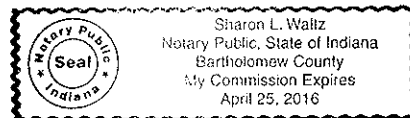
Type or print name of Notary Public

County of Residence:

Bartholomew Co.

My Commission Expires:

4-25-2016



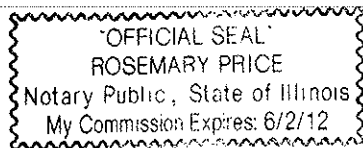
RESPONDENT:

MARTIN AND BAYLEY, INC.

By: Sheri Stevens *Sheri Stevens*  
Its: Director of Human Resources

STATE OF ILLINOIS )  
COUNTY OF WHITE ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Sheri Stevens, and acknowledged the execution of the foregoing instrument, this 16th day of September, 2010.



*Rosemary Price*  
Signature of Notary Public

Rosemary Price  
Type or print name of Notary Public

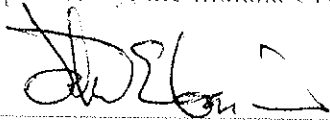
County of Residence:

WHITE

My Commission Expires:

6/02/12

The foregoing Settlement Agreement has been signed and entered as record before, and approved by, the Indiana Civil Rights Commission, this \_\_\_\_ day of \_\_\_\_\_, 2010.

  
\_\_\_\_\_  
COMMISSIONER

  
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COMMISSIONER

  
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COMMISSIONER

  
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COMMISSIONER

To be served by United States Mail, upon the following parties and attorneys:

Ivana Howard  
181 Schaefer Drive  
Hope, IN 47246

Martin & Bayley, Inc.  
Attention: Sheri Stevens, Director of Human Resources  
1311A West Main Street  
Carmi, IL 62821

~~David A. Given~~  
BAKER & DANIELS, LLP  
300 N. Meridian Street, Suite 2700  
Indianapolis, IN 46204

Michael C. Healy  
Staff Counsel  
Indiana Civil Rights Commission  
100 N. Senate Avenue, Rm N103  
Indianapolis, IN 46204